

# **Exhibit E**



Trust. Knowledge. Confidence.

**Jason A. Nagi**  
Principal  
212.380.4108  
jason.nagi@offitkurman.com

March 29, 2023

**By FedEx**

Nicole Gallagher  
Mark Gallagher  
11 Martha Place  
Port Jefferson Station, NY

Nicole Gallagher  
Mark Gallagher  
145 Wickapogue Rd  
Southampton NY 11968

**Re: Notice of Filing of Bankruptcy Petition, Demand for Turnover of Business and Insurance Records and to Immediately Vacate Real Property with an Address of 145 Wickapogue Rd., Southampton NY 11968 (the "Property")**

Dear Mr. and Mrs. Gallagher:

This firm is counsel to Wickapogue 1, LLC (the "**Debtor**"), which has filed the attached petition for reorganization (the "**Petition**") under Chapter 11 of the United States Bankruptcy Code (the "**Code**"). We write to advise you that, to the extent you are exercising control and occupying the Property, you are in violation of the automatic stay in effect pursuant to the Code, and you are in further violation of Debtor's prior demand that you vacate the Property by March 8, 2023. (A copy of the letter from the Debtor dated March 3, 2023, demanding you vacate the Property by March 8, 2023, is attached for your reference.)

You have until midnight on March 30<sup>th</sup> to remove all personal belongings which remain in the Property and turn over all keys, security or camera access codes, business records, insurance policies and other business information with respect to the Debtor. If you fail to comply with this demand, we will file a motion for the Court to order a United States Marshal to remove you and any personal belongings that remain in the Property.

Thank you for your attention to this matter.

Sincerely

A handwritten signature in black ink that reads "Jason A. Nagi". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jason A. Nagi



Trust. Knowledge. Confidence.

Encs.

cc:

George M. Gavalas, Esq.  
George M. Gavalas P.C.  
2001 Marcus Avenue - Suite N125  
Lake Success, NY 11042  
[attorneyatlaw@aol.com](mailto:attorneyatlaw@aol.com)

Peter S. Gordon, Esq.  
Gordon & Gordon, PC  
108-18 Queens Blvd, 6th Fl  
Forest Hills, NY 11375  
[pgordon137@gmail.com](mailto:pgordon137@gmail.com)

4860-5096-3802

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

Eastern District of New York  
(State)

Case number (if known): Chapter 11

☐ Check if this is an amended filing

## Official Form 201

**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Wickapogue 1, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) 8 2 - 2 8 1 0 5 4 9

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

3284 N 29th Court  
Number Street

Number Street

P.O. Box

Hollywood FL 33020  
City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

Broward County  
County145 Wickapogue Road  
Number StreetSouthampton NY 119689  
City State ZIP Code

5. Debtor's website (URL)

Debtor	Wickapogue 1, LLC <small>Name</small>	Case number (if known) _____
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**6. Type of debtor**

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))  
☐ Partnership (excluding LLP)  
☐ Other. Specify: \_\_\_\_\_

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**7. Describe debtor's business**

*A. Check one:*

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))  
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  
☐ Railroad (as defined in 11 U.S.C. § 101(44))  
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))  
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))  
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))  
☒ None of the above

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*B. Check all that apply:*

☐ Tax-exempt entity (as described in 26 U.S.C. § 501)  
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)  
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

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*C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.*

\_\_\_\_ \_

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**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

*Check one:*

☐ Chapter 7  
☐ Chapter 9  
☒ Chapter 11. *Check all that apply:*

☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ A plan is being filed with this petition.

☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.

☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

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Debtor Wickapogue 1, LLC Case number (if known) \_\_\_\_\_  
 Name

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No

☐ Yes. District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
 MM / DD / YYYY

If more than 2 cases, attach a separate list.

District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
 MM / DD / YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

☒ No

☐ Yes. Debtor \_\_\_\_\_ Relationship \_\_\_\_\_

District \_\_\_\_\_ When \_\_\_\_\_  
 MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Case number, if known \_\_\_\_\_

**11. Why is the case filed in this district?**

Check all that apply:

☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (Check all that apply.)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? \_\_\_\_\_

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other \_\_\_\_\_

**Where is the property?**

Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State ZIP Code \_\_\_\_\_

**Is the property insured?**

☐ No

☐ Yes. Insurance agency \_\_\_\_\_

Contact name \_\_\_\_\_

Phone \_\_\_\_\_

**Statistical and administrative information**

Debtor Wickapogue 1, LLC Case number (if known) \_\_\_\_\_  
 Name

**13. Debtor's estimation of available funds**

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.  
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors**

- ☒ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000  
☐ 50-99 ☐ 5,001-10,000 ☐ 50,001-100,000  
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000  
☐ 200-999

**15. Estimated assets**

- ☐ \$0-\$50,000 ☐ \$1,000,001-\$10 million ☐ \$500,000,001-\$1 billion  
☐ \$50,001-\$100,000 ☒ \$10,000,001-\$50 million ☐ \$1,000,000,001-\$10 billion  
☐ \$100,001-\$500,000 ☐ \$50,000,001-\$100 million ☐ \$10,000,000,001-\$50 billion  
☐ \$500,001-\$1 million ☐ \$100,000,001-\$500 million ☐ More than \$50 billion

**16. Estimated liabilities**

- ☐ \$0-\$50,000 ☐ \$1,000,001-\$10 million ☐ \$500,000,001-\$1 billion  
☐ \$50,001-\$100,000 ☒ \$10,000,001-\$50 million ☐ \$1,000,000,001-\$10 billion  
☐ \$100,001-\$500,000 ☐ \$50,000,001-\$100 million ☐ \$10,000,000,001-\$50 billion  
☐ \$500,001-\$1 million ☐ \$100,000,001-\$500 million ☐ More than \$50 billion

**Request for Relief, Declaration, and Signatures**

**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 03 / 28 / 2023  
MM / DD / YYYY

**X**



Signature of authorized representative of debtor

David Goldwasser

Printed name

Title Chief Restructuring Officer

Debtor Wickapogue 1, LLC Case number (if known) \_\_\_\_\_  
Name

**18. Signature of attorney****X**/s/ Jason A. NagiDate 03 / 28 / 2023

Signature of attorney for debtor

MM / DD / YYYY

Jason A. Nagi, Esq.

Printed name

Offit Kurman, P.A.

Firm name

560 Madison Ave, 6th Floor

Number Street

New York

City

NY

State

10022

ZIP Code

(212) 545-1900

Contact phone

jason.nagi@offitkurman.com

Email address

390519

Bar number

New York

State



**BLUE CASTLE (CAYMAN) LTD.**

3284 N 29<sup>th</sup> Court, Suite N  
Hollywood, FL 33020

March 3, 2023

**By FedEx**

Nicole Gallagher  
Mark Gallagher  
11 Martha Place  
Port Jefferson Station, NY 11776

**Re: Blue Castle (Cayman) Ltd. (Secured Party) / Wickapogue 1 LLC (Borrower) /  
Nicole Gallagher (Pledgor) / Mark and Nicole Gallagher (Guarantors) /  
\$3,250,000.00 Amended and Restated Mortgage Note dated February 7, 2020 /  
\$2,500,000.00 Amended and Restated Building Loan Mortgage Note dated February  
7, 2020**

Dear Mrs. Gallagher and Mr. Gallagher:

Blue Castle (Cayman) Ltd. ("**Blue Castle**" or "**Secured Party**"), is the holder of that certain Amended and Restated Mortgage Note dated February 7, 2020 executed by Borrower in favor of 5 Arch Funding Corp. ("**Original Lender**"), in the original principal amount of \$3,250,000.00 (the "**Land Note**") and that certain Amended and Restated Building Loan Mortgage Note dated February 7, 2020 executed by Borrower in favor of Original Lender in the original principal amount of \$2,500,000.00 (the "**Building Loan Note**") (collectively, the "**Notes**"), and the loan evidenced thereby, hereafter referred to as the "**Loan**." The maker of each of the Notes is Wickapogue 1, LLC. The Mortgage Note is secured by that certain Mortgage Extension, Consolidation and Modification Agreement, Security Agreement and Assignment of Leases, made as of February 7, 2020 (the "**Mortgage**") executed by Borrower in favor of Original Lender encumbering the real property at 145 Wickapogue Road, Southampton, New York, 11968 (the "**Premises**") and all fixtures, chattel and personal property whenever attached to or in the Premises (the "**Property**"). The Building Note is secured by that certain Building Loan Mortgage Extension Consolidation and Modification Agreement, Security Agreement and Assignment of Leases, made as of February 7, 2020 (the "**Mortgage**") executed by Borrower in favor of Original Lender encumbering the Premises (the "**Building Mortgage**"). The Building Mortgage, together with the Mortgage, the "**Mortgages**," granted Original Lender, among other things, a lien on the Property.

As further security for the Loan, Nicole Gallagher and Mark Gallagher executed that certain guaranty dated February 7, 2020 (the "**Guaranty**"), which Guaranty, unconditionally guaranteed all of the indebtedness and obligations of Borrower due under the Loan. To secure her obligations under the Guaranty, Nicole Gallagher executed that certain Pledge Agreement dated February 7, 2020 (the "**Pledge**"), pledging 100% of her Membership Interests in Borrower to the Original Lender. The Loan, Notes, Mortgages, Guaranty, Pledge and all related loan documents (the "**Loan Documents**") were subsequently assigned to Secured Party.

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Hollywood, FL 33020

Borrower was obligated to pay all sums due and owing under the Loan Documents, including but not limited to, principal, interest, costs and expenses (the “**Indebtedness**”) in full, on the maturity date of the Loan, by October 1, 2021 (the “**Maturity Date**”). On October 1, 2021, Borrower failed to pay the Indebtedness. By notice dated February 28, 2022, Borrower, Pledgor and Guarantors received formal notice that the Loan was in default for, among other things, failure to pay off the Loan in full at maturity.

Due to Borrower’s default, Blue Castle directed its counsel to send a Notification of Public Disposition of Collateral under Section 9-601 of the Uniform Commercial Code that all of the Membership Interests in Borrower pledged to Secured Party pursuant to the Pledge would be sold at a public auction (the “**Auction**”) scheduled for January 12, 2023 at 11:00 a.m. E.T. at the offices of counsel for Blue Castle in-person, and virtually via Webex. Prior to the Auction, counsel for Borrower, Guarantors and Pledgor gave notice to Blue Castle’s counsel of their intention to present an Order to Show Cause to enjoin the Auction in the Supreme Court of the State of New York, County of Suffolk, Index No. 600746/2023 (the “**State Court Action**”). At the hearing on the Order to Show Cause in the State Court Action, the judge entered a temporary restraining order and set a further hearing for February 9, 2023 at 12:00 p.m. on any further relief. A notice adjourning the auction to February 12, 2023 at 12:00 p.m. was sent to all interested parties.

The State Court Action was removed to the United States District Court for the Eastern District of New York on January 25, 2023, and assigned Case No 2:23-cv-00561-HG (the “**Federal Court Action**”). After consideration of pleadings filed and arguments of counsel in the Federal Court Action at a hearing held on February 9, 2023 at 3:30 p.m., the Court denied the request for preliminary injunction, finding among other things, that the marketing of the Auction was commercially reasonable.

By letter dated February 16, 2023, counsel to Secured Party advised Pledgor that, pursuant to Section 3.2(b) Pledgor no longer had the authority to exercise voting rights with respect her membership interests in Wickapogue 1 LLC by virtue of the occurrence of an Event of Default, as that term is defined in the Pledge.

At the duly-conducted Auction held on February 17, 2023 at 9:00 a.m., Secured Party placed a credit bid in the amount of \$1,000.00 (the “**Credit Bid**”) for 100% of the Membership Interest in Borrower. By placing the Credit Bid, Secured Party became the successful bidder and obtained all rights, title and interest to that Transfer Statement and Instrument of Conveyance in UCC Sale (the “**Bill of Sale**”). Promptly thereafter, Lender assigned all of its rights in the Credit Bid to its assignee Wickapogue Beach LLC (the “**Assignee**”), which thereupon acquired all rights, title and interest in the Credit Bid and Bill of Sale. Thus, as of February 17, 2023, Wickapogue Beach LLC acquired the exclusive right to exercise all rights as sole member in Wickapogue 1, LLC.

As of March 10, 2023, the total Indebtedness under the Loan is estimated to be as follows:

Loan Maturity Date: 10/1/2021	
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**BLUE CASTLE (CAYMAN) LTD.**3284 N 29<sup>th</sup> Court, Suite N  
Hollywood, FL 33020

Interest Paid to Date: 9/1/2021	
Next Payment Due Date: 10/1/2021	
Unpaid Principal Balance of Loan	\$5,299,218.86
Note Interest Rate from Interest Paid to Date 9.2500 % Current Note Interest Rate (May include Default Interest Rate) 24.0000 %	
Note Rate Interest Due from 9/1/2021 to 3/10/23	\$748,882.75
Default Rate Interest Due from 10/2/2021 to 3/10/23 (@ 14.7500%)	\$1,126,856.78
Accrued/Unpaid Interest Due (May include Unpaid Default Interest)	\$3,456.13
Late Fees Due from Paid-to-Date	\$2,042.41
Late Fees Unpaid/Due from Previous Payments	\$15,521.05
Unpaid Loan Charges or Advances	\$184,613.01
Estimated Payoff Charges from Servicer	\$95.00
Counsel Fees and Costs as of 3/1/23 *fees and costs will continue to accrue	\$136,411.22
Auction Expenses for Rosewood Realty, Broker	\$22,870.00
Auction Expenses for Matthew Mannion, Auctioneer	\$17,442.94
<b>Total</b>	<b>\$7,557,410.15</b>

Secured Party agrees that concurrent with the payment by Guarantors or Pledgor in immediately available funds on or before March 10, 2023, of the following: (a) \$7,557,410.15, in addition to any fees and costs which may be incurred by Lender, Secured Party will: (i) deliver the Loan Documents to Guarantors or Pledgors or their designated assignee and release its liens and terminate that certain financing statement with respect to the Membership Interests; and (ii) Wickapogue Beach LLC will effectuate the transfer of Wickapogue 1, LLC's Membership Interests back to Pledgor. All funds should be sent pursuant to the wiring instructions below:

BENEFICIARY: FCI LENDER SERVICES, INC.  
8180 E. Kaiser Blvd.  
Anaheim Hills, CA 92808  
714-282-2424

BENEFICIARY ACCT: 7720013899

BENEFICIARY BANK: PACIFIC PREMIER BANK  
1045 W. Katella Avenue  
Suite 100  
Orange, CA 92867  
714-532-0700

**BLUE CASTLE (CAYMAN) LTD.**

3284 N 29<sup>th</sup> Court, Suite N  
Hollywood, FL 33020

BANK ROUTING #: 322285781

\*Please add a \$20.00 Wire Transfer fee to our Beneficiary Demand for Payoff.

Pursuant to the Pledge Agreement, that as of February 17, 2023, Nicole Gallagher no longer had any rights as member in Wickapogue 1, LLC, which rights were duly and fully and unconditionally assigned to Wickapogue Beach LLC by Secured Party, and that all actions or representations to the contrary by the Guarantors or Pledgor are additional defaults under the Loan Documents and constitute tortious interference with Wickapogue 1, LLC's and Assignee's business relationships.

In addition, please be advised that all counsel purportedly hired by or on behalf of Wickapogue 1, LLC, including George M. Gavalas, P.C. and Gordon & Gordon, PC, are terminated, effective as of February 17, 2023.

Finally, Mr. Gavalas, counsel to Pledgor, has made numerous representations that Mark Gallagher is occupying the Property. If so, Mr. Gallagher is a trespasser and is hereby directed to vacate the Property immediately, in broom-clean condition, by March 8, 2023. Failure to vacate the Property will result in Blue Castle taking all appropriate measures to regain unfettered possession of the Property, which remains subject to its liens.

Sincerely

*/s/ John Ramer*

John Ramer

George M. Gavalas, Esq.  
George M. Gavalas P.C.  
2001 Marcus Avenue - Suite N125  
Lake Success, NY 11042  
Email at [attorneyatlaw@aol.com](mailto:attorneyatlaw@aol.com)

Peter S. Gordon, Esq.  
Gordon & Gordon, PC  
108-18 Queens Blvd, 6th Fl  
Forest Hills, NY 11375  
Email at [pgordon137@gmail.com](mailto:pgordon137@gmail.com)

ORIGIN ID: JRBA (212) 380-4108  
 JASON NAGI  
 OFFIT KURMAN  
 590 MADISON AVENUE  
 6TH FLOOR  
 NEW YORK CITY, NY 10022  
 UNITED STATES US

SHIP DATE: 28MAR23  
 ACTWGT: 0.10 LB  
 CAD: 112315822/INET4580

BILL SENDER

TO **NICOLE GALLAGHER/MARK GALLAGHER**

**11 MARTHA PLACE**

**PORT JEFFERSON STATI NY 11776**

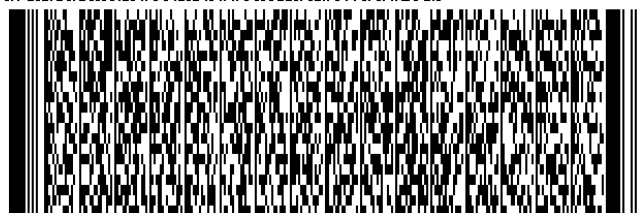
(212) 380-4108

REF: 07050035.00001

INV:

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DEPT:



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Express



581J2/105EFE2D

TRK#  
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**WED - 29 MAR 10:30A**  
**PRIORITY OVERNIGHT**

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**11776**  
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 UNITED STATES US

SHIP DATE: 28MAR23  
 ACTWGT: 0.10 LB  
 CAD: 112315822/NET4580

BILL SENDER

TO **NICOLE GALLAGHER/MARK GALLAGHER**

**145 WICKAPOGUE RD**

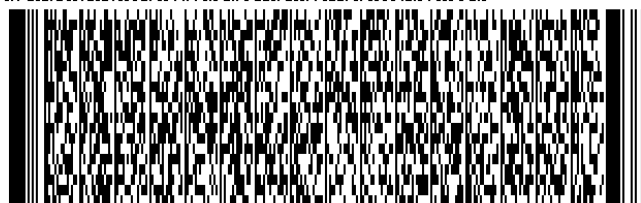
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(212) 380-4108

REF: 07050035.00001

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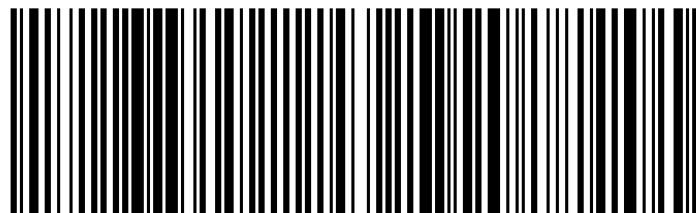
581J2/105EFE2D

TRK#  
0201 **7716 8807 0415**

**WED - 29 MAR 12:00P**  
**PRIORITY OVERNIGHT**

**E4 MLLA**

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